



Massachusetts Housing Finance Agency

One Beacon Street
Boston, MA 02108

Request for Proposals (RFP) for
Summer Youth Employment Programs

2024

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MassHousing
Summer Youth Employment Programs
2024 Request for Proposals (“RFP”)

I. STATEMENT OF PURPOSE

MassHousing’s Housing Stability Unit is pleased to announce that its Summer Youth Employment Program will be open for applications from qualified organizations in the area of youth employment for summer youth employment services. This Request for Proposals (RFP) invites proposals for summer youth employment to be carried out during the period from **July 1, 2024, to September 13, 2024.**

II. BACKGROUND

MassHousing provides mortgage financing and related services targeting the affordable housing market in Massachusetts. Created in 1966 by an act of the Massachusetts Legislature, MassHousing operates as a self-supporting, independent authority of state government. MassHousing raises mortgage capital through the issuance of taxable and tax-exempt revenue bonds and is organized around seven primary business lines: Rental Business Development, Rental Underwriting, and Rental Management, Home Ownership Lending Operations, Home Ownership Productions, Home Ownership Servicing and Operations, and the Mortgage Insurance Fund. Support services such as accounting and financial reporting, legal, and information technology are provided by a group of corporate offices.

MassHousing’s Rental Management business line oversees a portfolio comprised of mortgage loans originated by MassHousing’s Rental Business Development and Rental Underwriting business lines, and this entire portfolio is serviced in-house. MassHousing’s servicing of this portfolio includes regulatory oversight and compliance with requirements stemming from various housing subsidy contracts. Rental Management also provides regulatory and subsidy contract administration services to other entities, principally the United States Department of Housing and Urban Development (“HUD”).

The Housing Stability unit works with the Rental Business line to promote positive tenancies through programming, investments, training, and technical assistance. The Housing Stability Department is the sponsor of this RFP.

For additional information about MassHousing, please visit our web site at www.MassHousing.com. For a detailed overview of MassHousing, including its financials, please review the most recent MassHousing Information Statement, and Annual Report. Both documents as well as others can be found on MassHousing.com website at <https://www.masshousing.com/en/about/investors>.

III. SCOPE OF WORK

The Summer Youth Employment Program is designed to provide young residents of MassHousing developments opportunities for employment in their communities. The Housing Stability department believes that early exposure to the job market can help prepare youth for navigating the workforce and provide tools that can lead to financial security.

Contractors will provide youth employment for young residents in MassHousing developments. Programs will include leadership development, mentorship, financial education, banking, and or other innovative programming.

Contractors will recruit, onboard, train, invoice, and report to MassHousing. At least 80% of the youth employed in the program must reside in a MassHousing development. Contractors must maintain youth employment records to support the 80% MassHousing building residential requirement in the event MassHousing requests to review such records. For a list of MassHousing sites/developments visit <https://www.masshousing.com/renters/housing-list>.

As a cost-reimbursement contract, contractors will pay the salaries of youth jobs prior to receiving monetary disbursement from MassHousing. Invoices and backup information must be submitted on or before **Monday, October 30, 2024**. Selected organizations will also submit a final report on or before **Monday, October 30, 2024**. The final report should include an overview of summer programming, final count of participants, demographic data collected, program outcomes and any other pertinent information as required by MassHousing.

Target Population

- Aged 14 through 21,
- Permitted to work and have valid work documents,
- Have parental or guardian permission if under 18 years of age, and
- At least 80% of the youth employed must reside in a MassHousing development. Organizations must maintain employment records to support the 80% MassHousing building residential requirement in the event MassHousing requests to review such records.

IV. CONTENT OF PROPOSALS

This RFP is designed to elicit all information considered essential to evaluating each proposal. There is no intent to limit the content of the proposals. Respondents may include such additional

information as may be appropriate, or offer alternate solutions, but should not exclude any information requested in this RFP.

In support of MassHousing’s longstanding commitment to confront the housing challenges facing the Commonwealth to improve the lives of its people, MassHousing will prioritize organizations who align with the Agency’s values and its commitment to diversity, equity, and inclusion.

Proposal Guidelines

Applicants interested in responding to this RFP must submit the information required in the ten (14) sections below.

Proposal Narrative:

- Submit a written response for sections A-N.
- Each section should be clearly labeled.
- Must be completed in the order detailed below.

MassHousing may exclude from further consideration proposals that fail to provide all of the information required below.

A. Community Description

Provide a brief description of your community, including the area served. Please include information about opportunities and challenges impacting young people.

B. Proposal Summary

Provide a brief description of your organization, years of experience, and total amount requested for the proposed program.

C. Supervisory Structure and Administrative Controls

Describe the proposed supervision plan, supervisory backup system, names (if known) and positions of supervisory personnel who will have responsibility for overseeing the MassHousing 2024 Summer Youth Employment program. Please provide their proposed duties regarding their work and responsibilities.

D. Community Partnerships

If applicable, please list any organizations you plan to partner with to provide programming for summer youth employment. Please describe the role that the organization will have in the program.

E. MassHousing Housing Developments

Please specify or list the MassHousing housing development(s) that you plan to work with to recruit youth participants.

F. Recruitment and Start-up Schedule

Include the proposed schedule for program start-up. The start-up schedule should address the respondent's proposed timing for outreach, recruitment, and program start and end period. What will be the schedule for the day-to-day job placement? What is your plan for recruitment from MassHousing housing communities? Please describe the training and ongoing support for youth that is offered as part of their employment.

G. Job Placement

Describe the work site(s), how onsite direct supervision will be provided, and your organization's experience running this type of program. Describe any plan to meet any reasonable accommodation when serving the MassHousing youth residents. A criminal record and sex offender record check is required for all staff, consultants and volunteers who supervise and/or perform services to the youth participants. Does your organization conduct a criminal record and sex offender record check for all staff, consultants and volunteers who supervise and/or perform services to the youth participants? MassHousing may verify this information.

H. Relevant Experience

Describe current or past (within the last five years) experience with similar programs. The description should include information about the population served, retention rates and other program outcomes and highlights.

I. References

Please list partner/funder names, contact persons, addresses and telephone numbers for current or recent programming. Please include contract dollar amounts and information about the scope and contract terms. MassHousing may verify the information provided.

J. Diversity, Equity & Inclusion Plan

Please provide the following information about your organization's commitment to the principles of diversity, equity and inclusion and related activities.

Organizational and Workforce Diversity

1. Describe your organization's activities that reflect your commitment to diversity, equity and inclusion and the impact, if any, it has on your organization's competitive position.
2. Describe the diversity makeup of your Board of Directors and executive leadership team. Please provide the breakdown by gender and ethnicity. Information can be included as a diversity chart, if available.
3. Please provide documentation if your company is certified as a diverse business; Minority Business Enterprise-owned (MBE), Women Business Enterprise-owned (WBE), Veteran Business Enterprise-owned (VBE), Lesbian, Gay, Bi-Sexual, or Transgender-owned (LGBTE), and/or Disability Business Enterprise-owned (DOBE).

Vendor/Consultant/Supplier Diversity

1. For all vendor/consultant/supplier goods and services purchased in the last three years, what is the dollar volume/percentage paid to MBE, WBE, VBE, LGBTE, and/or DOBE businesses?
2. What are your proposed partnerships, spending goals and commitments regarding increasing purchases of goods and services from diverse businesses?

K. Adverse Actions

Please include a description of any insurance claim, criminal investigation or material litigation against your firm or members of your firm in the last ten (10) years, any instances in which your firm has been debarred by state or federal government and the circumstances for the debarment, as well as a summary of any formal complaints filed against your firm or members of your firm containing allegations of discrimination in the last ten (10) years.

L. Conflicts of Interest

Please describe any facts you are aware of that would result in a conflict of interest with MassHousing if a contract was awarded to your firm.

M. Budget Narrative

As a cost-reimbursement contract, the Organization must be able to pay the salaries of youth jobs funded by this award prior to receiving monetary disbursement from MassHousing. Does your organization have sufficient funds on hand prior to the disbursement of award funds? Please attach your most recent audited financial statement. Complete the budget form based on the projected fees to provide the services to be performed according to this RFP.

- a. As of January 1, 2024, the Massachusetts minimum wage is \$15 per hour. For the purposes of this program, youth under 18 years of age can be paid up to \$17 per hour and youth over the age of 18 can be paid up to \$20 per hour.
- b. Applicant may request up to 12% of their budget for administrative support.
- c. Applicant may request up to 15% to cover FICA and Workers Compensation

N. Other Required Information and Forms

- a. MassHousing 2024 Summer Youth Employment Proposal Check List Form. This form must be the cover of your proposal packet. It is intended to be used as a guide on the order in which your packet should be submitted. Also, this form should assist you to verify that all sections of the RFP are addressed, forms are completed, appended material is attached, and all required signatures are included.
- b. MassHousing 2024 Summer Youth Employment Proposal Cover Page Form. This form should provide basic information as to who is submitting the proposal, contact information, fees, and Tax ID information. It must be completed in full and should be placed before the narrative of the proposal. Also, this form must be signed by an authorized officer of the organization submitting the proposal.
- c. Budget Form
- d. Most recent audited financial statement.
- e. Certificates of Insurance. Provide evidence of insurance coverage in the types and amounts stated in the Contractor Insurance Requirements. If the applicant's present coverage is less than the required amount, evidence must be provided as to the applicant's ability to obtain full coverage prior to contract execution.
- f. W-9 Form. Submit a completed FORM W-9, (Massachusetts Substitute W-9 Form) Rev. April 2022. [Form W9 request for taxpayer identification and certification \(mass.gov\)](https://www.mass.gov/info-details/form-w9-request-for-taxpayer-identification-and-certification)

V. METHOD OF SELECTION/AWARD

A. Contract Award

Contract will be awarded to the respondent whose proposal is determined to be the most advantageous to MassHousing, in its sole discretion, taking into account price and other evaluation criteria as set forth in this RFP.

MassHousing reserves the right to negotiate the terms of the contract(s), including the contract amount(s), with the selected respondent prior to entering into a contract. The contents of the respondent's proposal and this RFP, and any amendments thereto, shall become contractual obligations if an engagement of services ensues. Contract selections should be distinguished from a contract award. Contracts will not be considered awarded until negotiation of terms is final. Failure of a successful respondent to accept these obligations in contractual agreement may result in cancellation of a respondent's selection. If contract negotiations cannot be concluded successfully with any selected respondent(s), MassHousing may, in its sole discretion, negotiate a contract with the next ranked respondent.

One or more contracts may be awarded as a result of proposals submitted in response to this RFP. MassHousing reserves the right to award contracts for individual deliverables if that is advantageous to MassHousing. By submitting a proposal pursuant to this RFP, the selected respondent agrees to enter into an agreement with MassHousing in substantially the same form as MassHousing's Standard Services Agreement attached hereto as Appendix C.

B. Evaluation of Proposals

Proposals submitted in accordance with this RFP will be evaluated by a selection committee composed of MassHousing staff. All respondents will be notified of the outcome of the review of their proposal. Proposals will be evaluated pursuant to the following criteria:

Responsiveness to requirements of RFP

- Financial and organizational stability of respondent
- Understanding of proposed scope of services and approach in addressing MassHousing's specific needs and objectives
- Quality and timeliness of proposed work plan including:
 - Ability of applicants to employ MassHousing youth residents between the ages of 14 – 21 years old.
 - Ability to provide youth addresses, as requested, to verify youth residence at a MassHousing development.
 - Applicant's understanding and ability to comply with all Massachusetts labor laws.
 - A criminal record and sex offender record check is required for all staff, consultants and volunteers who supervise and/or perform services to the youth participants.
- Technical capabilities (in terms of personnel, equipment, and materials) and management plan (including staffing of key positions, method of assigning work, and procedures for maintaining level of service including:
 - Applicant's previous experience hiring and /or place youth workers.
 - Applicant's ability to hire and/or place youth within the time frame.
 - Applicant's ability to provide necessary job training.
- Diversity, Equity & Inclusion plan
- Demonstrated experience and qualifications of respondent and respondent's staff assigned to perform the solicited services.

- Ability to provide a cost-effective solution to meet the needs of MassHousing including:
 - The award recipient must have sufficient funds on hand prior to the disbursement of award funds. As a cost-reimbursement contract, the award recipient must be able to pay the salaries of youth jobs funded by this award prior to receiving monetary disbursement from MassHousing. Invoices and back up information must be submitted before or by **Friday, October 30, 2024**.
- Demonstrated successful past performance based on references.

VI. SCHEDULE AND INSTRUCTIONS

A. Number of Proposals and Due Dates

All responses should be sent via email to: gbrand@masshousing.com before **5:00 pm on Friday May 3, 2024**. Please write on the subject heading line “**Summer Youth Employment Application.**” Proposals received after the response deadline may not be considered.

B. Summary Project Timetable

The anticipated timetable for the evaluation process and subsequent project activities are summarized below:

<u>Date</u>	<u>Task</u>
March 25, 2024	Distribute RFP
May 3, 2024	RFP Response Deadline
May 4 - May 28, 2024	RFP Evaluation
June 4 - June 11, 2024	Complete Follow-up and Reference Calls, as needed.
June 20, 2024	Final Selection

This anticipated timetable is for reference purposes only and is subject to change at MassHousing’s sole discretion. A copy of this RFP, as well as any addenda thereto, will be posted on www.masshousing.com/rfp. Schedule changes and/or other RFP revisions, including date, time, and place changes, if any, will be posted on the website on a weekly basis. In addition, after the RFP Response Deadline, changes may be sent directly to Respondents at the contact information provided.

C. Single Point of Contact

All inquiries regarding this RFP should be directed to:

Gloria Brand
MassHousing
One Beacon Street
Boston, MA 02108
(617) 854-1001
Email: gbrand@masshousing.com

To maintain a fair and impartial competitive process, MassHousing will only answer questions or comments regarding the RFP that are submitted in accordance with the terms of this section. MassHousing will determine, in its sole discretion, whether any inquiry requires a formal response which, if required, may take the form of an addendum to this RFP. Respondents who initiate private communications with other MassHousing personnel regarding material issues involving this RFP may be disqualified.

D. Bidder's Conference

Applicants are strongly urged to attend the Bidder's Conference to ask any questions related to this RFP. Since this session is intended to support the development of effective program designs and proposals, it is most appropriate for the individuals directly involved in program design and proposal writing to attend.

Please **e-mail before or by Friday, April 5, 2024, by 4:00 p.m.** to Gloria Brand at gbrand@masshousing.com if you plan to attend the 2024 Summer Youth Employment Informational Session. Please write on the subject heading line "**2024 SYE RSVP Informational Session.**" The informational session is scheduled for Wednesday, April 10, 2024, 1-2 p.m. and will be held virtually via Zoom. The Zoom link will be provided to all participants who have sent an RSVP.

E. Grantee Orientation

If awarded, grantees must attend a 1-hour new grantee orientation to be held via Zoom **Wednesday June 26, 2024, from 1-2p.m.** The Zoom link will be provided to awardees at the point of award notification.

Recommended attendees include –

The Programmatic Point of Contact: The person responsible for day-to-day project implementation and ensuring programmatic requirement oversight.

The Financial Point of Contact: The person responsible for grant financial management and compliance.

VII. ADDITIONAL PROVISIONS

A. Confidentiality

By accepting to respond to this RFP, respondent expressly acknowledges that MassHousing's business procedures, ideas, inventions, plans, financial data, contents of this RFP, and other MassHousing information are the sole and exclusive property of MassHousing. The Respondent also agrees that it will safeguard such information to the same extent it safeguards its own confidential material or data relating to its own business information that is of a confidential or proprietary nature. Federal and state laws require that MassHousing maintain an information security program to protect certain personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing. This information includes the following: (1) nonpublic personal information protected by the Safeguards Rule of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et. seq.) and implementing regulations (16 C.F.R. Part 314); consumer reports protected under the federal Fair Credit Reporting Act, as amended by the 2004 FACT Act (15 U.S.C. § 1681 et. seq.); and any other information pertaining to individuals subject to data security, data security breach notification, and identity theft prevention laws. If MassHousing grants respondent access to its networks or otherwise allows respondent to view personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing, respondent shall comply with all federal and state laws protecting such information while working at MassHousing's facility, while using MassHousing's protected information, and while connected to MassHousing's network. It is MassHousing's policy to employ the services of outside investigative agencies to conduct background checks on individuals with access to its networks. In submitting its proposal, respondent acknowledges that it will be required to submit to such background checks of its impacted employees at MassHousing's request. If awarded the contract, respondent shall comply with MassHousing's information security program by (1) implementing and maintaining measures designed to meet the information security objectives of federal and state laws; (2) using and disclosing customer information solely for the purposes of performing the contract; and (3) providing MassHousing with copies of the results of any internal and external audits or tests of the effectiveness of MassHousing's information security measures.

B. Non-Discrimination

In connection with the performance of work under this contract, the respondent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, marital status, familial status, sexual orientation, gender identity or expression, pregnancy, genetic information, veteran status, alienage or citizenship status, ancestry, national origin, or any other characteristic protected by applicable federal, state, or local laws. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and

selection for training, including apprenticeship. The respondent further agrees to take affirmative action to ensure equal employment opportunities for those applicants of protected groups referred to above. The respondent agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

C. Rights of MassHousing

MassHousing is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of MassHousing and not because of any legal requirement to do so. MassHousing accordingly reserves the right to accept any proposal; to withdraw or cancel this RFP; to modify or amend, with the consent of the proponent, any proposal prior to acceptance; to reject any or all proposals or waive any informality and otherwise to affect any agreement that MassHousing in its sole judgment, deems to be in its best interest.

D. Use of Respondent Proposal

All material submitted becomes the property of MassHousing and will not be returned. If the respondent intends to submit confidential or proprietary information as part of the proposal, any limits on the use or distribution of that material should be clearly delineated in writing. Respondent should be aware that MassHousing is a quasi-public governmental agency subject to Massachusetts General Laws, Chapter 66, sections 1-18, therefore, any information submitted to MassHousing (even if marked as confidential or proprietary) may be subject to disclosure under the Massachusetts Public Records Law.

MassHousing reserves the unrestricted right to copy and disseminate the respondent materials for internal review.

E. Respondent Proposal Costs

All respondent proposal related costs, including but not limited to, proposal preparation and presentation, system demonstrations, documentation, site visits, in-depth briefing for MassHousing, and negotiation meetings are entirely the responsibility of the respondent and shall not be chargeable in any manner to MassHousing. MassHousing will bear the costs of sending its own staff to respondent headquarters and respondent client sites if such meetings are required.

2023 Summer Youth Employment RFP Forms

- A. 2024 Summer Youth Employment Proposal Check List Form
- B. 2024 Summer Youth Employment Proposal Cover Page Form
- C. 2024 Summer Youth Employment Proposal Budget Form

A. 2024 Summer Youth Employment RFP Forms:

MassHousing

2024 Summer Youth Employment Proposal Check List Form

Organization Name: _____

Please check the box next to each item that is to be included in this package and submit in the order listed.

1. Proposal
2. Proposal Check List Form
3. Proposal Cover Page Form
4. Proposal Narrative
5. Budget Form
(Proposed fees and hourly billing rate)
6. Certificate of Insurance
7. Most Recent Audited Financial Statement
8. W-9 Form

B. 2024 Summer Youth Employment RFP Forms:

MassHousing

2024 Summer Youth Employment Proposal Cover Page Form

All submissions to the 2024 Summer Youth Employment RFP must certify below to the veracity of the materials contained in the applicant’s proposal and complete the checklist in assembling a proposal package.

Organization name: _____

Address: _____

Telephone: _____ Fax: _____ Web address: _____

Contact person: _____ Title: _____

Telephone: _____ Fax: _____ E-mail: _____

Company EIN (W-9#) _____ Name: _____

Does your organization have a certification in any of the following diverse business categories? Minority (MBE)-owned, Women (WBE)-owned, Veteran (VBE)-owned, Lesbian, Gay, Bi-Sexual, or Transgender (LGBT)-owned, or Disability (DBE)-owned. yes no

If yes, please designate which certification(s): _____ Expiration: _____

Total Amount Requested: _____

The undersigned certifies that all statements and information provided to MassHousing related to the proposal package submitted herewith are true and correct. The signatory must be authorized by the organization submitting the proposal.

Signed by: _____ Date: _____

Print Name of Signatory: _____

Title of Signatory: _____

C. 2024 Summer Youth Employment RFP Forms:

2024 Summer Youth Employment Proposal

Budget Page Form

Number of Jobs	Rate	Hours/Week	Number of Weeks	Total
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
<ul style="list-style-type: none"> ● RATE: minimum wage is \$15/ hour with up to \$17/hour for employees under 18 years old and up to \$20/hour for employees 18-21 years old. ● FICA & WORKERS COMP: may request up to 15% ● ADMINISTRATIVE SUPPORT: may request up to 12% 			SUB-TOTAL	\$
			FICA & WORKERS COMP	\$
			ADMINISTRATIVE SUPPORT	\$
			TOTAL	\$

2024 Summer Youth Employment Proposal Appended Material

- a. Sample Budget
- b. Certificates of Insurance
- c. MassHousing's Standard Services Agreement

Appendix A:

Sample Budgets

Example 1: Rate at \$15/hr.

10 jobs x \$15.00/hour x 25 hours/ week x 8 weeks	\$	30,000.00
FICA, Workers Comp (up to 15%)	\$	4,500.00
Admin (up to 12%)	\$	4,140.00
		<hr/>
Total budget request	\$	38,640.00

Example 2: Rate at \$15/hr. + \$18/hr.

5 jobs x \$15.00/ hour x 25 hours/week x 8 weeks	\$	15,000.00
5 jobs x \$18.00/ hour x 25 hours/week x 8 weeks	\$	18,000.00
FICA, Workers Comp (up to 14%)	\$	4,950.00
Admin (up to 10%)	\$	4,554.00
		<hr/>
Total budget request	\$	42,504.00

Appendix B:

MASSACHUSETTS HOUSING FINANCE AGENCY CONTRACTOR INSURANCE REQUIREMENTS

Specific Requirements - This Contractor, its subcontractors and consultants, at their expense, shall maintain the following insurance coverage during the period of performance of the Agreement:

- a. Commercial General Liability Insurance – Primary and non-contributory coverage must be provided on an occurrence basis using a form no less broad than the most recent Commercial General Liability (ISO CG 0001) form. If the policy contains a general aggregate, such aggregate must apply on a per location basis with each of the Addresses in Exhibit A considered a separate location. With the exception of Nuclear Energy Exclusions, Employment-Related Practices Exclusions and Asbestos Exclusions, no exclusionary endorsements may be attached to the ISO CG 0001, including exclusions relating to “Care, Custody and Control”, “Personal Injury”, “Abuse and Molestation”, “Excessive Force”, “False Arrest”, “Invasion of Privacy”, “Discrimination”, “Terrorism” or “Assault and Battery”.

The following minimum limits of liability shall be carried:

Premises/Operations and Products/Completed Operations (Bodily Injury and/or Property Damage) - \$2,000,000 aggregate;
Personal and Advertising Injury - \$1,000,000;
Each Occurrence - \$1,000,000;
Medical Payments - \$5,000 per person.

The Massachusetts Housing Finance Agency, and any of their officers, agents or employees shall be named as additional insureds.

- b. Worker's Compensation Insurance covering statutory Workers Compensation compliant with the Massachusetts jurisdiction, and with any jurisdiction in which workers are residents, or through which they may travel in the course of the Contract. Employer's Liability coverage with minimum limits of \$500,000- each accident, \$500,000 disease- policy limit and \$500,000 disease –each employee is also required.

- c. Automobile Liability Insurance - covering owned, hired and non-owned vehicles with a minimum limit of \$1,000,000.
- d. Third-Party Fidelity Bond - in the amount of \$1,000,000 in favor of the Agency and property owners.
- e. Umbrella Liability – Minimum Limit - \$5,000,000. Coverage is to provide excess coverage on a following form basis to underlying General Liability, Employer’s Liability and Automobile Liability insurance coverage as outlined above.
- f. Professional Liability- covering errors and omissions liability appropriate to Contractor’s profession. Coverage as required in this paragraph shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor’s services. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.
 - a. If coverage as required above is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract, and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning from the time that Services under this Contract are complete.

General Requirements for Insurance.

The following general requirements shall apply to each insurance policy required under this Agreement.

- a. At least ten (10) days prior to the commencement of the operations contemplated in this Contract, the Contractor shall furnish to the Agency certificate(s) of insurance evidencing insurance coverage as required under this Agreement. The Contractor shall also obtain and forward to Owner certificates of insurance from its subcontractors, employee lessors and consultants. The Agency shall be permitted to obtain copies of the Contractor’s insurance policies and/or endorsements thereto upon request by the Agency.

Each policy shall be endorsed so no insurer of the Contractor shall have any right of subrogation against the Agency, any of their officers, agents or employees.
- b. Each policy shall contain an endorsement stating that the policy will not be cancelled, materially changed or non-renewed without sixty (60) days

written notice to the Agency, One Beacon Street, Boston, MA 02108-4805, Attention: General Counsel.

- c. Insurance policies must be issued by companies licensed to do business in the Commonwealth of Massachusetts or by companies not so licensed, but which are approved by the Massachusetts Commissioner of Insurance. Any insurance company writing insurance which is submitted to the Agency must, in any event, be acceptable to the Agency. Insurance companies with a current Best's policyholder rating of "A-" and a Financial Category Class IX or better are acceptable.
- d. Failure to demand such certificates or other evidence of full compliance with these insurance requirements or failure to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- e. By requiring insurance herein, the Agency does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the Agency.

CERTIFICATES OF INSURANCE

- 1. GENERAL LIABILITY INSURANCE
- 2. WORKERS COMPENSATION AND EMPLOYER LIABILITY INSURANCE
- 3. AUTOMOBILE LIABILITY INSURANCE
- 4. THIRD PARTY FIDELITY BOND
- 5. UMBRELLA LIABILITY INSURANCE

Appendix C:

Contract for Services

This CONTRACT FOR SERVICES (this “Contract”) is entered into as of July 1, 2024 by and between _____ (the “Contractor”) having a principal address at _____, and the Massachusetts Housing Finance Agency (“MassHousing”), having a principal address at One Beacon Street, Boston, Massachusetts, 02108.

WHEREAS MassHousing desires to engage Contractor to render certain services, and Contractor desires to provide such services,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Employment of Contractor.** MassHousing agrees to engage Contractor to perform the services described in this Contract, and Contractor agrees to perform the services described in this Contract for MassHousing.
2. **Area & Scope Covered.** Contractor shall do, perform, and carry out, in a satisfactory and proper manner, various assignments relating to the matters identified in the Scope of Work described in Attachment A to this Contract and relating to such additional matters on which Contractor and MassHousing may agree. Contractor shall receive assignments primarily from the following MassHousing contact: Gloria Brand, Housing Stability Specialist. Contractor shall furnish all equipment necessary to perform the services specified in this Contract. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of MassHousing.
3. **Personnel & Status of Contractor.**
 - a. Contractor represents that it is an independent contractor and has, or will secure at its own expense, all personnel required in performing the services under this Contract. The use of subcontractors by Contractor requires the prior written approval of MassHousing.
 - b. Contractor shall complete the services required under this Contract according to its own lawful means and methods of work, which shall be in the exclusive charge and control of Contractor. Contractor shall be entirely and solely responsible for its acts and the acts of any individuals it employs or vendors with which it subcontracts while engaged in the performance of services under this Contract. The parties further hereby acknowledge that Contractor’s employees and subcontractors (if permitted

by MassHousing) shall not be deemed to be employees of MassHousing due to this Contract or the actions of such employees and subcontractors in furtherance of it.

- c. Contractor shall have no right to bind MassHousing, transact any business in MassHousing's name or on MassHousing's behalf, or make any promises or representations on behalf of MassHousing, unless MassHousing authorizes Contractor to do so explicitly in connection with a particular matter. Neither Contractor nor its employees or subcontractors are to be considered agents or employees of MassHousing for federal tax or other purposes, and neither Contractor nor its employees or subcontractors are entitled to any of the benefits that MassHousing provides for its employees.
 - d. All services required under this Contract will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be authorized under state and local law to perform such services.
 - e. It is understood that MassHousing does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services with other companies while it is under contract with the MassHousing, subject to the restrictions imposed by the Conflict-of-Interest Law, Massachusetts General Laws, c. 268A, §1 et seq., if any. (See Section 13 of this Contract.)
4. **Time of Performance; Term of Contract.** The services of Contractor are to commence as soon as practicable after the execution of this Contract. All projects assigned shall be undertaken and completed in such sequence as specified by MassHousing and in such manner to ensure their efficient completion. This Contract shall terminate on September 27, 2024, unless extended by written agreement of the parties.
5. **Compensation.**
- a. Contractor will be compensated for its services in accordance with the Compensation Schedule attached hereto as Attachment B and Contractor agrees to perform all of the services under this Contract for an amount not to exceed \$_____. If, in the course of performing the work, Contractor determines that charges for the services required under this Contract will exceed such cost limitation, it shall promptly notify MassHousing. Contractor shall perform no work in excess of the cost limitation set forth in this Contract absent written authorization from MassHousing to proceed with such work.
 - b. Compensation shall be payable upon the submission of a payment voucher describing the services rendered and, if applicable, certifying to the hours worked,

subject to the approval of MassHousing. Amounts paid pursuant to such vouchers shall constitute full and complete compensation and reimbursement for Contractor's services under this Contract.

- c. In addition to any other right and remedy, MassHousing may deduct from any amount due or to become due to Contractor any amount necessary to ensure completion of a specific project or any amount necessary to protect the MassHousing, in MassHousing's reasonable opinion, from loss caused by Contractor's breach of this Contract.
6. **Non-Discrimination.** There shall be no discrimination against an employee who is employed in the work covered by this Contract, or against any applicants for such employment, because of race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, pregnancy, disability or handicap, sex, marital status, familial status, veteran status, sexual orientation, genetic information, or any other characteristic protected by applicable federal, state or local laws. This provision includes, but is not limited to, recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment. Contractor shall insert a similar provision in all subcontracts for services covered by this Contract.
7. **Information Security Program.**
- a. Federal and state laws require that MassHousing maintain an information security program to protect certain personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing. This information includes, without limitation, the following: (1) Personal Information protected by Massachusetts General Laws, c. 93H and its implementing regulations promulgated at 201 C.M.R. 17; (2) nonpublic personal information protected by the Safeguards Rule of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et. seq.) and its implementing regulations promulgated at 16 C.F.R. Part 314; (3) consumer reports protected under the federal Fair Credit Reporting Act, as amended by the 2004 FACT Act (15 U.S.C. § 1681 et. seq.); and any other information pertaining to individuals subject to data security, data security breach notification, and identity theft prevention laws.
 - b. If MassHousing grants Contractor access to its information technology networks or otherwise allows Contractor to view personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing, Contractor shall comply with all federal and state laws protecting such information while working at the MassHousing's facility, while using MassHousing's protected information, and while connected to MassHousing's network. Contractor acknowledges that it is MassHousing's policy to employ the services of outside

investigative agencies to conduct background checks on individuals with access to its networks and agrees to submit to such background checks of its impacted employees at MassHousing's request. For the avoidance of doubt, this background check requirement applies only to Contractor's employees, if any, who are granted access to MassHousing's information technology networks. MassHousing maintains the strict confidentiality of all reports and records related to such investigations.

- c. Contractor shall comply with MassHousing's information security program by (1) implementing and maintaining measures designed to meet the information security objectives of federal and state laws; (2) using and disclosing customer information solely for the purposes of performing this Contract; and (3) providing MassHousing with copies of the results of any internal and external audits or tests of the effectiveness of its information security measures upon MassHousing's request.

8. Findings & Other Work Product Confidential.

- a. Contractor shall consider as confidential (1) any proprietary information of MassHousing, whether in tangible or intangible form, whether disclosed or obtained by Contractor orally, in writing, or in graphic or machine-readable form, and whether or not it is designated as confidential; and (2) any nonpublic personal information, consumer reports, or other information pertaining to individuals, protected by MassHousing's information security program or federal or state law (collectively, "Confidential Information").
- b. Any Confidential Information prepared or assembled by Contractor under this Contract is to be held in strict confidence and shall not be made available to any third party by Contractor or any of its employees without prior express written consent of MassHousing.
- c. Contractor shall use MassHousing's Confidential Information solely in performing this Contract, unless MassHousing provides express written consent authorizing use of such Confidential Information for other purposes and shall use such Confidential Information only during the term for which Contractor is to perform this Contract.
- d. Confidential Information shall continue to remain the sole property of MassHousing even after completion of this Contract and shall be held in the strictest confidence by Contractor. Confidential Information furnished in tangible form shall not be duplicated by Contractor except for purposes of this Contract. Contractor agrees to return to MassHousing any Confidential Information in tangible form (including copies thereof) within ten (10) days of request by MassHousing or within ten (10)

days of termination of this Contract by Contractor, whichever is sooner, or to certify that such Confidential Information has been destroyed.

- e. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of Contractor.
- f. All records, reports, worksheets, work products and other materials that may be result from this Contract shall be the exclusive property of MassHousing unless otherwise agreed to by MassHousing.
- g. All confidential information of the Contractor, as defined in the following sentence, shall be kept confidential by MassHousing and shall not, without the Contractor's prior written consent, be disclosed by MassHousing or its representatives, in any manner whatsoever, in whole or in part, except to the extent that MassHousing becomes legally compelled to disclose any of the confidential information, including but not limited to in response to a request under the Massachusetts Public Records Law, M.G.L. Chapter 66, § 10. Contractor's confidential information shall include (1) any proprietary information of the Contractor, whether in tangible or intangible form, whether disclosed or obtained by MassHousing orally, in writing, or in graphic or machine-readable form, and whether or not it is designated as confidential; and (2) any nonpublic personal information, consumer reports, or other information pertaining to individuals, protected by federal or state law.
- h. Contractor acknowledges that as a body politic and corporate, constituting a public instrumentality of The Commonwealth of Massachusetts, MassHousing is required to maintain records in accordance with the Massachusetts Statewide Records Retention Schedule promulgated under the provisions of M.G.L. c. 4, § 42 and c. 66, §§ 1, 8 and 9 and public records as defined in M.G.L. c 4. § 7 and its related regulations.

9. Termination of Contract.

- a. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, MassHousing shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. MassHousing shall also have the right to pursue any other remedy available at law or in equity.

- b. MassHousing may also terminate this Contract without cause by giving notice to the Contractor of such termination at least thirty (30) days before the effective date of such termination.
 - c. In the event of termination for cause or without cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Contractor shall, at the option of MassHousing, become its property, and Contractor shall deliver all such work product in its possession promptly to MassHousing. In the event of termination for cause or without cause, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed up to date of the notice of termination.
 - d. Notwithstanding the above, Contractor shall not be relieved of any liability to MassHousing for damages sustained by MassHousing by virtue of any breach of this Contract by Contractor.
10. **Changes.** MassHousing may, from time to time, require changes in the scope of services of Contractor to be performed under this Contract. Such changes, including any increase or decrease in the amount of Contractor's services and compensation, shall be incorporated in written amendments to this Contract and Contractor's compensation shall be modified as mutually agreed upon by Contractor and MassHousing.
11. **Interest of Members of MassHousing & Others.** No officer, member or employee of MassHousing and no member of its governing body and no other public official of the governing body of the locality or localities in which this Contract is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall (a) participate in any decision relating to this Contract that affects its personal interest or the interest of any corporation, partnership, or association in which it is directly or indirectly interested; or (b) have any interest, direct or indirect in this Contract or the proceeds thereof.
12. **Interest of Contractor.** Contractor may be considered a state employee or special state employee under the terms of the Conflict of Interest Statute, M.G.L. Chapter 268A, § 1 et seq., and will take all necessary action, in connection with the provision of services under this Contract, to avoid any conflict of interest as defined by such statute and applicable rules governing Contractor's professional responsibilities. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

13. **Assignability.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of MassHousing.
14. **Indemnity.** Contractor shall be entirely and solely responsible for its actions and the actions of its employees and subcontractors while providing services under this Contract. Contractor agrees to indemnify and hold harmless MassHousing against all claims, demands, suits, awards, and judgments, made or recovered by any persons or agencies due to the negligent actions of Contractor or its employees or subcontractors during the rendering of services under this Contract, including any actions that may constitute a violation of federal or state law governing the use of protected information or a failure to comply with the MassHousing's information security program. Notwithstanding the above, Contractor shall not be responsible for damages caused by the negligent actions of MassHousing, its employees or subcontractors.
15. **Insurance.** Contractor agrees to maintain professional liability insurance coverage for negligent acts, errors, and omissions in an amount, as reasonably determined by MassHousing, sufficient to support Contractor's obligations to indemnify MassHousing as set forth in Section 14 above. In addition, Contractor shall maintain such insurance as will fully protect Contractor and MassHousing from any and all claims under any workers' compensation act or employers' liability law, and from any and all other claims of whatsoever kind or nature for the damage to property or any personal property or personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Contract, either by Contractor and its employees, by any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor further agrees to maintain such automobile liability insurance as will fully protect Contractor and MassHousing for bodily injury and property damage claims arising out of the ownership, maintenance, or use of owned, hired, or non-owned vehicles used by Contractor or its employees or subcontractors, while providing services under this Contract.
16. **Additional Contract Terms.**
 - a. Entire Contract. This Contract constitutes the entire Contract between the parties relating to the subject matter hereof, and all prior negotiations, representations, contracts, and understandings are superseded hereby. In the event of any conflict between the provisions of this Contract and any attachments, addenda, amendments or exhibits hereto, the provisions of this Contract shall prevail.
 - b. Governing Law. This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

- c. Amendments. No contracts amending, altering, supplementing, or waiving any of the provisions of this Contract shall be binding upon either party unless made in writing and signed by authorized representatives of the parties.
- d. No Waiver. Failure of either party to enforce a right under this Contract shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved. The invalidity of any clause, part or provision of this Contract shall not affect the validity of the remaining portions of this Contract.
- e. Headings. All section headings are for convenience only and shall not be taken into consideration in interpreting or otherwise construing this Contract.
- f. Counterparts. This Contract may be executed by the parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute one and the same instrument.
- g. Notices. All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a party (a) when actually received in the case of hand delivery against a signed receipt, (b) two (2) business days after being given to a reputable overnight courier, or (c) upon receipt, when mailed by first class mail, postage prepaid, and addressed to such party at its address set forth herein (or to such other address as such party may designate in writing).
- h. Electronic Signatures. This Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes, shall be binding on the parties and shall have the same force and effect, for all purposes, as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, MassHousing and Contractor have executed this Contract as an instrument under seal as of the date first above written.

MASSACHUSETTS HOUSING FINANCE AGENCY

By: _____

Name:

Title:

NAME OF CONTRACTOR

By: _____

Name:

Title:

SOC. SECURITY/TAX ID#

ATTACHMENT A

Scope of Work

The Summer Youth Employment Program is designed to provide youth residents of MassHousing developments opportunities for employment in their communities. The Housing Stability department believes that early exposure to the job market can help prepare youth for navigating the workforce and provide tools that can lead to financial security.

Contractors will provide youth employment for young residents in MassHousing developments. Programs will include leadership development, mentorship, financial education, banking, and or other innovative programming.

Contractors will recruit, onboard, train, invoice, and report to MassHousing. At least 80% of youth employed must reside in a MassHousing development. Contractor must maintain youth employment records to support the 80% MassHousing building residential requirement in the event MassHousing requests to review such records. For a list of MassHousing sites and developments visit <https://www.masshousing.com/renters/housing-list>.

As a cost-reimbursement contract, the Contractor will pay the salaries of youth jobs funded prior to receiving monetary disbursement from MassHousing. Invoices and backup information must be submitted on or before **Monday, October 30, 2024**. Selected organizations will also submit a final report on or before **Monday, October 30, 2024**. The final report should include an overview of summer programming, final count of participants, demographic data collected, program outcomes and any other pertinent information as required by MassHousing.

Target Population

- Aged 14 through 21,
- Permitted to work and have valid work documents,
- Have parental or guardian permission if under 18 years of age, and
- At least 80% of the youth employed must reside in a MassHousing development. Organizations must maintain employment records to support the 80% MassHousing building residential requirement in the event MassHousing requests to review such records.